

## C. AND O. CANAL CASE

State of Maryland Tries to Force a Sale.

## TRIAL AT HAGERSTOWN TODAY

General Belief That Judge Stake Will Not Order Sale.

## GREAT FALLS PURCHASE

Special Dispatch to The Evening Star.

HAGERSTOWN, Md., April 20.—In the circuit court for Washington county the Chesapeake and Ohio canal case was tried today before Judge Stake. The title of the case is *John K. Cullen and other surviving trustees praying the court to extend to May 1, 1961, the contract under which they operate the canal* was argued at length. High L. Bond, Jr., and J. Clarence Lane represented the trustees and Attorney General Isidore Rayner the state of Maryland.

Attorney General Rayner urged the sale of the canal without further delay, claiming that the canal was in a state of disrepair and that the state was entitled to the proceeds of the sale. He argued that the canal was a public asset and that the state had a duty to sell it.

He scored the trustees for failing to make proper reports to the court, and characterized the Chesapeake and Ohio Transportation Company of Washington county as a myth and a farce. Unless the canal is sold, he said, the state will be forced to pay the cost of its operation.

General Rayner thought it was the duty of the court to order the sale of the canal. He argued that the canal was a public asset and that the state had a duty to sell it.

He regarded the operation of the canal as a most disastrous failure, with traffic constantly decreasing. He thought if the canal were kept going until the judgment of the court, the interest on the bonds of 1844 and 1878.

It is generally regarded that trustees represent all interests, but in the case of the canal, the trustees are not the owners. The state of Maryland, argued Mr. Rayner, in its closing remarks he said a canal is a public asset and that the state has a duty to sell it.

Attorney General Rayner said the Chesapeake and Ohio Transportation Company would be the Baltimore and Ohio Transportation Company.

Attorney Bond said the state's interest in the canal and the Chesapeake and Ohio Transportation Company was a public asset and that the state had a duty to sell it.

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## ARRIVALS ON THE GRANT.

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J. WHIT, HERRON, Cashier, The Evening Star Newspaper Company.

Subscribed and sworn to before me the twelfth day of April, A. D. 1961.

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